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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

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11 VICKI J. AZNARAN and RICHARD N.) Case No. CV-88-1786 JMI (Ex)
12 AZNARAN,)
13 Plaintiffs,) DECLARATION OF
14 vs.) BARRY VAN SICKLE
15 CHURCH OF SCIENTOLOGY OF)
16 CALIFORNIA, INC., et al.,)
17 Defendants.)
18 AND RELATED COUNTERCLAIMS.)

19

20 I, Barry Van Sickle, declare and state:

21 1. I am an attorney at law duly licensed to practice
22 by the State of California and am admitted before this Court.

23 2. This declaration is being made in support of
24 plaintiff's Ex Parte Application for an Order Continuing the
25 Hearing Date on Defendant's Motion for Summary Judgment. The
26 matters stated herein are of my own personal knowledge, and if
27 called upon to do so, I could testify to them under oath.

28 3. I represent various individuals litigating against

1 Church of Scientology entities, including Bent Corydon, author of
2 the book L. Ron Hubbard: Messiah or Madman?

3 4. As the trial date approached in the Corydon case,
4 Mr. John J. Quinn suggested that we meet to discuss settlement of
5 the Corydon case.

6 5. Over the past six weeks there have been several
7 meetings to discuss settlement. When the initial offer was made
8 by the Scientology entities, it was represented that Scientology
9 wanted to "get out of the litigation business." An interest was
10 expressed in settling the Corydon case and the Aznaran case. It
11 was also represented that Scientology's lawyers had a certain
12 amount of authority with which to settle both cases.

13 6. The initial offer by Scientology, as conveyed by
14 Mr. Quinn and Mr. Drescher, was a joint offer in the Corydon and
15 Aznaran cases. The offer was made with the comment that it
16 seemed expeditious to convey the offer to me, as the Aznarans
17 would probably listen to me rather than to Mr. Greene.
18 Scientology's lawyers seemed well aware that the Aznarans did not
19 feel comfortable with Mr. Greene as their lawyer.

20 7. I felt duty bound to convey the terms of the
21 combined offer to the Aznarans. In discussing the matter with
22 the Aznarans, I was authorized to continue negotiations with Mr.
23 Quinn and given a dollar amount which the Aznarans would accept
24 in settlement.

25 8. I conveyed by telephone to Mr. Quinn that the
26 Aznarans rejected the offer; however, they did have an interest
27 in settling their case at a higher figure.

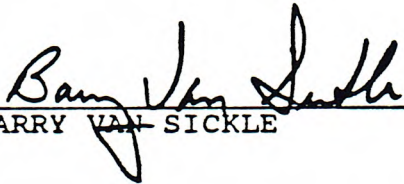
28 9. I was informed at a later meeting with Mr. Quinn

1 and Mr. Drescher that Scientology had withdrawn the settlement
2 authority previously given to them and that Scientology had
3 decided to discontinue settlement negotiations, as the Aznarans
4 were without counsel.

5 10. At or about this time and unbeknownst to me, Mr.
6 Quinn, et al., filed and served their motion for summary
7 judgment, scheduled to come on for hearing in this court on July
8 22, 1991. I am informed and therefor believe that this was after
9 the Aznarans relieved Ford Greene as their counsel in this case.

10 I declare under penalty of perjury under the laws of
11 the United States that the foregoing is true and correct, and
12 based upon my personal knowledge, if called as a witness, will
13 testify to the same.

14 Executed this 1 day of July 1991, at Los Angeles,
15 California.

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18 BARRY VAN SICKLE

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